

VERMONT DEPARTMENT OF PUBLIC SERVICE

COVID-Response Connected Community Resilience Program Grant Application

REQUEST FOR PROPOSAL OVERVIEW

This grant opportunity is issued by the Vermont Department of Public Service (“Department”). The Department invites applications from Communications Union Districts (“CUDs”).

Background

As provided by H. 966, which was signed into law by Governor Phil Scott on July 2, 2020, the purpose of the COVID-Response Connected Community Resilience Program (the “Program”) is to fund recovery planning efforts of communications union districts, particularly with regard to accelerating their deployment schedules.

Accelerated deployment is necessary in direct response to the COVID-19 public health emergency. This grant program provides CUDs with the necessary funding to identify, evaluate options and to accelerate the deployment of solutions that will improve the connectivity of unserved and underserved residents, particularly for purposes of facilitating their capabilities for remote learning, telehealth, and remote work during the COVID-19 pandemic.

A Communications Union District (“CUD”) is an organization consisting of two or more towns that joined together as a municipal organization to solve the connectivity issues facing residents of their region. The COVID-19 public health emergency has seen the CUDs emerge as an important community resource for gathering information, documenting needs, and implementing emergency responses related to remote learning and telehealth.

Grants to each CUD shall not exceed \$100,000.

Eligible Costs

Costs eligible for funding under this Program include consultant fees, administrative expenses, staff, and any other recovery planning costs deemed appropriate by the Commissioner.

All costs incurred must be eligible under Section 601(d) of the Social Security Act, as added by Section 5001 of the CARES Act. This section requires that States, Tribal governments, or units of local government use the funds received to cover only those costs that (1) are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19); (2) were not accounted for in the budget most recently approved as of March 27, 2020, for the State or government; and (3) were, or will be, incurred during the period beginning on March 1, 2020, and end on December 30, 2020.

Any capital costs to be covered by this grant must accelerate deployment and significantly improve connectivity by December 30, 2020. For such projects, the applicant must identify an anticipated “in-service” date for deployment and improved connectivity. Expenses must also not be eligible for FEMA reimbursement.

Additional state guidelines may affect the administration of this grant program and the Department of Public Service reserves the right to make changes to this program as necessary to ensure compliance with Section 601(d) of the Social Security Act.

Distribution of Funds

Unlike established market participants, most CUDs do not have the requisite capital and lines-of-credit to front expenses with an expectation of recoupment. If a CUD certifies that they need funding up front, can't draw on credit, and don't have assets to pledge to raise funds, 90% of funds will be provided up front with 10% of the grant award retained until the applicant certifies with the Department that the project has progressed and is in compliance with all state and federal guidelines.

If a CUD chooses not to provide such certification of financial hardship, 50% will be provided upfront, following by the remaining 50% upon submission of documents detailing incurred expenses and/or invoices for the remaining 50%.

Proposal Submission

Applicants are required to submit the information listed below. Proposals must be submitted electronically to <mailto:PSD.Telecom@vermont.gov> as a PDF. Applications will be accepted on a rolling basis until funds are exhausted. Staff will make a recommendation to the commissioner within one week of receipt of the application. Applicants will be notified of the Commissioner's decision with ten business days of the receipt of the application.

Elements of Proposal

In response to this grant opportunity, each applicant is required to submit a proposal containing the following:

- 1. Transmittal Letter (Authorization)**
- 2. Grant Application**
 - a. Applicant Information**
 - b. Proposed Activities**
 - c. Program Work Task, Budget, and Schedule**
- 3. Attachment C (Page 7-13)**
- 4. Certificate of Financial Hardship (Page 14)**

Performance

Successful Applicants will be obligated to provide the following:

- 1. Reporting Requirements:**
 - a. 90% upfront - If a CUD certifies they cannot proceed without 90% of the grant provided upfront, the CUD will provide a short report on the 30th of each month detailing with dates activities, contracts, invoices, and expenses incurred to date and expected in the next 30 days. If the Commissioner finds that the project has deviated from the scope of work outline that was deemed in accordance with state and federal requirements for CARES Act funding, the Department is empowered to issue a "stop-work" order and remaining funds must be returned to the grant program and be reallocated. The Commissioner will retain 10% of the grant award until he or she determines that the project has progressed and is in compliance with all state and federal guidelines. Funds not spent will be forfeited by the recipient and may be reallocated to another Communication Union District as appropriate.
 - b. 50% upfront/50% reimbursement - If a CUD agrees to the 50% upfront, 50% reimbursement, an accounting of activities and expenses with dates must be submitted before the remaining 50% will be released. If the Commissioner determines that the applicant has deviated from the scope of work outlined that was deemed in accordance with state and federal requirements for CARES Act funding, the Commissioner is empowered to issue a "stop-work" order and remaining funds will be returned to the grant program for reallocation to other CUDs:
- 2. Grantees are required to notify the Department in writing if they will be significantly deviating from their proposed budget or scope of work.**
- 3. All work should be completed by December 31, 2020. The grantee must immediately notify the Department if there are delays beyond the grantee's control and request an extension in writing.**
- 4. All expenses must be incurred prior to December 31, 2020.**

Proposal Review and Selection

Review Criteria: Proposals will be reviewed by Department staff to ensure compliance Vermont H.966 and Section 601(d) of the Social Security Act, as added by Section 5001 of the CARES Act. Selection of winning proposal(s) will be made based on the sole opinion of the Department that the proposal(s) submitted are in the public good of the State.

The Department reserves the right to make a selection without further discussion of proposals received. Therefore, it is important that each proposal be submitted in the most complete and accurate manner possible.

Rejection of Proposal: The Department reserves the right to reject any or all proposals and to waive informalities and minor irregularities in proposals received, and to accept any portion of a proposal if deemed in the best interest of the State and in accordance with the applicable provisions of law.

Negotiations with Applicants: Upon completion of the evaluation process, the Department may select one or more Applicants with which to simultaneously negotiate grant agreements, based on the evaluation findings and other criteria deemed relevant for ensuring that the decision made is in the best interest of the State of Vermont. In the event the Department is successful in negotiating with one or more of the Applicants, the Department will issue a notice of award. In the event the Department is not successful in negotiating a grant agreement with a selected contractor, the Department reserves the option of negotiating with another Applicant or choosing not to issue an award.

Grant Award: The basis for the selection of the winning Applicant(s) will be made based on the sole opinion of the Department that the proposal(s) submitted will be in the best interest of the State and in accordance with Vermont law.

Terms and Conditions

Binding Offer: A proposal submitted in response to this grant opportunity shall constitute a binding offer, until approval by the Department of a finalized agreement. Acknowledgment of this condition shall be indicated by the signature in the Transmittal Letter of the bidder or an officer of the bidder legally authorized to execute contractual obligations.

Limited Liability: The Department assumes no liability in any fashion with respect to this grant opportunity or any matters related thereto. All prospective service providers and their assigns or successors, by their participation in the grant opportunity process, shall indemnify, save and hold the Department and its employees and agents free and harmless from all suits, causes of action, debts, rights, judgments, claims, demands, accounts, damages, costs, losses and expenses of whatsoever kind in law or equity, known and unknown, foreseen and unforeseen, arising from or out of this grant opportunity and/or any subsequent acts related thereto, including but not limited to the notification of a service provider to the PUC and any action brought by an unsuccessful prospective service provider.

Agreement Cancellation: The Department reserves the right to cancel any agreements resulting from this grant opportunity, for cause, as will be defined in the Terms and Conditions of the final agreement.

Agreement Modification: It is possible that decisions or guidance provided by the United States Treasury Department, United States Congress, or the State of Vermont may make it necessary or desirable to modify the contract. Procedures for modification will be defined in the agreement document.

Venue: The laws of the State of Vermont shall govern in connection with this grant opportunity and the formation, performance, and the legal enforcement of any resulting contract or agreement.

Proposal Ownership: All deliverables submitted as a response to this grant opportunity become the property of the Department and the State of Vermont. All submitted responses may be reviewed by any person after the grant agreement has been signed. The Department reserves the right to use any or all information/material presented in reply to this grant opportunity, including the right to destroy any information at the discretion of the Department. Disqualification of a bidder does not eliminate this right.

Warranty: As a condition of delivery of the grant funds, Applicant warrants to the Department that:

(i) the facts and estimates provided in its response to the COVID-Response Connected Community Resilience Program Request for Proposal are, to the best of Applicant's knowledge, correct and true;

Equal Opportunity: Any Applicant submitting a proposal shall be an Equal Opportunity Employer. During the duration of the performance of the grant agreement, the selected Applicant(s) will be expected to comply with all federal, state, and local laws respecting nondiscrimination in employment.

Funding: All Grant awards are subject to the availability of funding.

Payment: The Department will pay for proposed work and expenses under this project up to the specified grant amount. The Commissioner reserves the right to retain 10% of the grant award until he or she determines that the projects has progressed and is in compliance with all state and federal guidelines.

Other Terms and Conditions: Applicant will be responsible for all other terms and conditions listed in the model Grant Agreement, Attachment C: Standard state Provisions for Contracts and Grants upon execution of a grant agreement.

Attachments: 1) Attachment C. Please review the attachment in its entirety before applying. If Attachment C will be a challenge for the applicant, please email <mailto:PSD.Telecom@vermont.gov>; 2) Certification of Financial Hardship

Grant Application

Section 1: Applicant Information

Name of Communications Union District: _____

Address: _____

Contact: _____

Contact Phone: _____

Contact Email: _____

Employee Identification Number (EIN): _____

Does your Communications Union District require 90% of the funds upfront in order accomplish the scope of work outlined below? _____ If YES, please complete the Certificate of Financial Hardship Attachment and submit with the application.

Has your Communication Union Districts received any other federal funding in the last 12 months? If yes, please detail from which grant program and the purpose of the grant. _____

Section 2: Proposed Activities

Please detail how your CUD will reassess its connectivity needs and accelerate plans to expand connectivity in its service area. The statement shall include information relevant to the detailed objectives in COVID-Response Accelerated Broadband Connectivity Program legislation.

Potential actions include, but are not limited to, actions in support of the follow provisions:

1. The COVID-Response Line Extension Customer Assistance Program;
2. The Get Vermonters Connected Now Initiative;
3. The COVID-Response Temporary Broadband Lifeline Program;
4. Wi-Fi deployment and other temporary solutions.
5. Identifying Students and Telehealth Patients
6. Other activities that will accelerate broadband deployment and/or build the capacity of your community to ensure connectivity during the COVID-19 Emergency.

Please limit your response to no more than 2 pages.

Section 3: Program Work Task, Budget, and Schedule:

	Description	Amount	Timeline
1	Recruit and Hire Project Manager (example)	\$NN,NNN	08/01/20-12/31/20
2	Recruit and Hire Consultant (example)	\$NN,NNN	08/01/20-10/31/20
3	Travel & Office Expenses (example)	\$N,NNN	08/01/20-12/31/20
4			
5			
6			
	Total	\$100,000	

Section 4: Applicant Certification

Applicant Certifications: Applicants shall certify the following:

Each person signing a proposal certifies that he or she is the person in the Applicant's organization responsible for, or authorized to make, decisions as to the prices quoted and that he or she has not participated, in any action contrary to the non-collusion requirements of this grant opportunity.

Signature of Authorizing Official: _____

Name of Authorizing Official: _____

Title: _____

Date: _____

ATTACHMENT C: STANDARD STATE PROVISIONS FOR CONTRACTS AND GRANTS

REVISED DECEMBER 15, 2017

1. Definitions: For purposes of this Attachment, “Party” shall mean the Contractor, Grantee or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement. “Agreement” shall mean the specific contract or grant to which this form is attached.

2. Entire Agreement: This Agreement, whether in the form of a contract, State-funded grant, or Federally-funded grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.

3. Governing Law, Jurisdiction and Venue; No Waiver of Jury Trial: This Agreement will be governed by the laws of the State of Vermont. Any action or proceeding brought by either the State or the Party in connection with this Agreement shall be brought and enforced in the Superior Court of the State of Vermont, Civil Division, Washington Unit. The Party irrevocably submits to the jurisdiction of this court for any action or proceeding regarding this Agreement. The Party agrees that it must first exhaust any applicable administrative remedies with respect to any cause of action that it may have against the State with regard to its performance under this Agreement. Party agrees that the State shall not be required to submit to binding arbitration or waive its right to a jury trial.

4. Sovereign Immunity: The State reserves all immunities, defenses, rights or actions arising out of the State’s sovereign status or under the Eleventh Amendment to the United States Constitution. No waiver of the State’s immunities, defenses, rights or actions shall be implied or otherwise deemed to exist by reason of the State’s entry into this Agreement.

5. No Employee Benefits For Party: The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the State withhold any state or Federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.

6. Independence: The Party will act in an independent capacity and not as officers or employees of the State.

7. Defense and Indemnity: The Party shall defend the State and its officers and employees against all third party claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party in connection with the performance of this Agreement. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. The State retains the right to participate at its own expense in the defense of any claim. The State shall have the right to approve all proposed settlements of such claims or suits.

After a final judgment or settlement, the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only

upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party in connection with the performance of this Agreement.

The Party shall indemnify the State and its officers and employees if the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party or an agent of the Party in connection with the performance of this Agreement.

Notwithstanding any contrary language anywhere, in no event shall the terms of this Agreement or any document furnished by the Party in connection with its performance under this Agreement obligate the State to (1) defend or indemnify the Party or any third party, or (2) otherwise be liable for the expenses or reimbursement, including attorneys' fees, collection costs or other costs of the Party or any third party.

8. Insurance: Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the State through the term of this Agreement. No warranty is made that the coverages and limits list herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.

Workers Compensation: With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State of Vermont. Vermont will accept an out-of-state employer's workers' compensation coverage while operating in Vermont provided that the insurance carrier is licensed to write insurance in Vermont and an amendatory endorsement is added to the policy adding Vermont for coverage purposes. Otherwise, the party shall secure a Vermont workers' compensation policy, if necessary to comply with Vermont law.

General Liability and Property Damage: With respect to all operations performed under this Agreement, the Party shall carry general liability insurance having all major divisions of coverage including, but not limited to:

Premises - Operations

Products and Completed Operations Personal Injury Liability Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than:

\$1,000,000 Each Occurrence

\$2,000,000 General Aggregate

\$1,000,000 Products/Completed Operations Aggregate

\$1,000,000 Personal & Advertising Injury

Automotive Liability: The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than \$500,000 combined single limit. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, limits of coverage shall not be less than \$1,000,000 combined single limit.

Additional Insured. The General Liability and Property Damage coverages required for performance of this Agreement shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, then the required Automotive Liability coverage shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Notice of Cancellation or Change. There shall be no cancellation, change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written prior written notice to the State.

9. Reliance by the State on Representations: All payments by the State under this Agreement will be made in reliance upon the accuracy of all representations made by the Party in accordance with this Agreement, including but not limited to bills, invoices, progress reports and other proofs of work.

10. False Claims Act: The Party acknowledges that it is subject to the Vermont False Claims Act as set forth in 32 V.S.A.

§ 630 et seq. If the Party violates the Vermont False Claims Act it shall be liable to the State for civil penalties, treble damages and the costs of the investigation and prosecution of such violation, including attorney's fees, except as the same may be reduced by a court of competent jurisdiction. The Party's liability to the State under the False Claims Act shall not be limited notwithstanding any agreement of the State to otherwise limit Party's liability.

11. Whistleblower Protections: The Party shall not discriminate or retaliate against one of its employees or agents for disclosing information concerning a violation of law, fraud, waste, abuse of authority or acts threatening health or safety, including but not limited to allegations concerning the False Claims Act. Further, the Party shall not require such employees or agents to forego monetary awards as a result of such disclosures, nor should they be required to report misconduct to the Party or its agents prior to reporting to any governmental entity and/or the public.

12. Location of State Data: No State data received, obtained, or generated by the Party in connection with performance under this Agreement shall be processed, transmitted, stored, or transferred by any means outside the continental United States, except with the express written permission of the State.

13. Records Available for Audit: The Party shall maintain all records pertaining to performance under this agreement. "Records" means any written or recorded information, regardless of physical form or characteristics, which is produced or

acquired by the Party in the performance of this agreement. Records produced or acquired in a machine readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of the Agreement and for three years thereafter or for any period required by law for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

14. Fair Employment Practices and Americans with Disabilities Act: Party agrees to comply with the requirement of 21

V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement.

15. Set Off: The State may set off any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.

16. Taxes Due to the State:

A. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.

B. Party certifies under the pains and penalties of perjury that, as of the date this Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.

C. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.

D. Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.

17. Taxation of Purchases: All State purchases must be invoiced tax free. An exemption certificate will be furnished upon request with respect to otherwise taxable items.

18. Child Support: (Only applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date this Agreement is signed, he/she:

A. is not under any obligation to pay child support; or

B. is under such an obligation and is in good standing with respect to that obligation; or

C. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

Party makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Party is a resident of Vermont, Party makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

19. Sub-Agreements: Party shall not assign, subcontract or subgrant the performance of this Agreement or any portion thereof to any other Party without the prior written approval of the State. Party shall be responsible and liable to the State for all acts or omissions of subcontractors and any other person performing work under this Agreement pursuant to an agreement with Party or any subcontractor.

In the case this Agreement is a contract with a total cost in excess of \$250,000, the Party shall provide to the State a list of all proposed subcontractors and subcontractors' subcontractors, together with the identity of those subcontractors' workers compensation insurance providers, and additional required or requested information, as applicable, in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54).

Party shall include the following provisions of this Attachment C in all subcontracts for work performed solely for the State of Vermont and subcontracts for work performed in the State of Vermont: Section 10 ("False Claims Act"); Section 11 ("Whistleblower Protections"); Section 12 ("Location of State Data"); Section 14 ("Fair Employment Practices and

Americans with Disabilities Act"); Section 16 ("Taxes Due the State"); Section 18 ("Child Support"); Section 20 ("No Gifts or Gratuities"); Section 22 ("Certification Regarding Debarment"); Section 30 ("State Facilities"); and Section 32.A ("Certification Regarding Use of State Funds").

20. No Gifts or Gratuities: Party shall not give title or possession of anything of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this Agreement.

21. Copies: Party shall use reasonable best efforts to ensure that all written reports prepared under this Agreement are printed using both sides of the paper.

22. Certification Regarding Debarment: Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in Federal programs, or programs supported in whole or in part by Federal funds.

Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Party is not presently debarred, suspended, nor named on the State's debarment list at:
<http://bgs.vermont.gov/purchasing/debarment>

23. Conflict of Interest: Party shall fully disclose, in writing, any conflicts of interest or potential conflicts of interest.

24. Confidentiality: Party acknowledges and agrees that this Agreement and any and all information obtained by the State from the Party in connection with this Agreement are subject to the State of Vermont Access to Public Records Act, 1

V.S.A. § 315 et seq.

25. Force Majeure: Neither the State nor the Party shall be liable to the other for any failure or delay of performance of any obligations under this Agreement to the extent such failure or delay shall have been

wholly or principally caused by acts or events beyond its reasonable control rendering performance illegal or impossible (excluding strikes or lock-outs) ("Force Majeure"). Where Force Majeure is asserted, the nonperforming party must prove that it made all reasonable efforts to remove, eliminate or minimize such cause of delay or damages, diligently pursued performance of its obligations under this Agreement, substantially fulfilled all non-excused obligations, and timely notified the other party of the likelihood or actual occurrence of an event described in this paragraph.

26. Marketing: Party shall not refer to the State in any publicity materials, information pamphlets, press releases, research reports, advertising, sales promotions, trade shows, or marketing materials or similar communications to third parties except with the prior written consent of the State.

27. Termination:

A. Non-Appropriation: If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that is funded in whole or in part by Federal funds, and in the event Federal funds become unavailable or reduced, the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient from State revenues.

B. Termination for Cause: Either party may terminate this Agreement if a party materially breaches its obligations under this Agreement, and such breach is not cured within thirty (30) days after delivery of the non-breaching party's notice or such longer time as the non-breaching party may specify in the notice.

C. Termination Assistance: Upon nearing the end of the final term or termination of this Agreement, without respect to cause, the Party shall take all reasonable and prudent measures to facilitate any transition required by the State. All State property, tangible and intangible, shall be returned to the State upon demand at no additional cost to the State in a format acceptable to the State.

28. Continuity of Performance: In the event of a dispute between the Party and the State, each party will continue to perform its obligations under this Agreement during the resolution of the dispute until this Agreement is terminated in accordance with its terms.

29. No Implied Waiver of Remedies: Either party's delay or failure to exercise any right, power or remedy under this Agreement shall not impair any such right, power or remedy, or be construed as a waiver of any such right, power or remedy. All waivers must be in writing.

30. State Facilities: If the State makes space available to the Party in any State facility during the term of this Agreement for purposes of the Party's performance under this Agreement, the Party shall only use the space in accordance with all policies and procedures governing access to and use of State facilities which shall be made available upon request. State facilities will be made available to Party on an "AS IS, WHERE IS" basis, with no warranties whatsoever.

31. Requirements Pertaining Only to Federal Grants and Subrecipient Agreements: If this Agreement is a grant that is funded in whole or in part by Federal funds:

A. Requirement to Have a Single Audit: The Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the granting Party within 9 months. If a single audit is not required, only the Subrecipient Annual Report is required.

For fiscal years ending before December 25, 2015, a Single Audit is required if the subrecipient expends \$500,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with OMB Circular A-

133. For fiscal years ending on or after December 25, 2015, a Single Audit is required if the subrecipient expends

\$750,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a Single Audit is required.

B. Internal Controls: In accordance with 2 CFR Part II, §200.303, the Party must establish and maintain effective internal control over the Federal award to provide reasonable assurance that the Party is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in “Standards for Internal Control in the Federal Government” issued by the Comptroller General of the United States and the “Internal Control Integrated Framework”, issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

C. Mandatory Disclosures: In accordance with 2 CFR Part II, §200.113, Party must disclose, in a timely manner, in writing to the State, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in the imposition of sanctions which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, etc.

32. Requirements Pertaining Only to State-Funded Grants:

A. Certification Regarding Use of State Funds: If Party is an employer and this Agreement is a State-funded grant in excess of \$1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party’s employee’s rights with respect to unionization.

B. Good Standing Certification (Act 154 of 2016): If this Agreement is a State-funded grant, Party hereby represents:

(i) that it has signed and provided to the State the form prescribed by the Secretary of Administration for purposes of certifying that it is in good standing (as provided in Section 13(a)(2) of Act 154) with the Agency of Natural Resources and the Agency of Agriculture, Food and Markets, or otherwise explaining the circumstances surrounding the inability to so certify, and (ii) that it will comply with the requirements stated therein.

(End of Standard Provisions)

CERTIFICATE OF FINANCIAL HARDSHIP

My name is _____ and I am the duly authorized _____ of _____ [CUD].

In connection with the application of [CUD] for a COVID-Response Connected Community Resilience Program Grant, I do hereby certify that [CUD] does not have access to sufficient resources to undertake the activities referenced in the Grant Application. [CUD] has neither cash on hand, access to lines of credit nor assets to pledge as collateral to secure funding for these purposes. For this reason, [CUD] is hereby requesting that ninety percent (90%), or \$_____, of the Grant proceeds be dispersed upon approval of the Grant Application.

Signature

Print Name

Date